



**FACULTY OF LAW  
UNIVERSITY OF TORONTO**

**SECURED TRANSACTIONS**

**Fall, 2006**

**COURSE OUTLINE AND READING GUIDE**

**Professor Tony Duggan**

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## LEGEND

- CB: Ziegel, Cuming and Duggan, *Secured Transactions in Personal Property and Suretyships* (4<sup>th</sup> ed.) (Emond Montgomery, Toronto, 2003)
- OPPSA: *Personal Property Security Act*, R.S.O. 1990, c. P.10
- Z&D: Ziegel and Denomme, *The Ontario Personal Property Security Act: Commentary and Analysis* (2<sup>nd</sup> ed.) (Butterworths, Toronto, 2000)
- Supp. Duggan *et al.*, *Commercial Law: Statutory and Supplementary Materials for 2006-2007 Academic Year*



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## **TOPIC 1: INTRODUCTION**

Generally – CB c.1 (pp. 1-45)

### **1. The function of credit; unsecured and secured credit distinguished**

CB 1-4

### **2. Pre-PPSA forms of transaction**

CB 5-10

- mortgage
- pledge
- lien (charge)
- conditional sale
- lease

### **3. Issues in secured transactions law**

CB 5

- formal requirements
- registration
- rights of parties between themselves
- third party rights
- default and enforcement

### **4. The OPPSA and other laws**

CB 16-23

Z&D pp. lxxvi – lxxvii (Introduction to First Edition); lv – lxiii (Introduction to Second Edition)

#### **(a) Origins of the OPPSA (UCC, Article 9)**

#### **(b) The Western model PPSA**

#### **(c) Bank Act, s. 427 (see further, Topic 12)**

### **5. Outline of OPPSA**

CB 41-43

### **6. Personal property and its classifications**

OPPSA, s. 1(1) (definitions below)

Z&D pp. 6-46 (commentaries on definitions below)

**(a) “Personal Property”**

**(b) “Goods”**

- (i) “consumer goods”
- (ii) “inventory”
- (iii) “equipment”

**(c) Non-goods tangible personal property**

- (i) “chattel paper”
- (ii) “documents of title”
- (iii) “instruments”
- (iv) “money”
- (v) “securities”

**(d) “Intangibles”**

- (i) “accounts”
- (ii) other types of intangibles (choses in action, IP rights, etc.)

**7. Proceeds collateral**

OPPSA, ss 1(1), 25(1)  
Z&D §1.21 (pp. 24-25); §25.2 (pp.189-190)

**8. Security interests in circulating assets**

CB 10-12

**(a) The US position (pre-Article 9)**

**(b) The English position**

**(c) The Article 9 and Canadian PPSA position**

**9. Security interests and bankruptcy**

**10. The secured lending puzzle**

- Alan Schwartz, “Security Interests and Bankruptcy Priorities: A Review of Current Theories”, CB 23-30 and notes 30-32
- Lucien Arye Bebbchuk and Jesse M. Fried, “The Uneasy Case for the Priority of Secured Claims in Bankruptcy: Further Thoughts and a Reply to Critics” CB 32-39 and notes 40-41

## TOPIC 2: THE SCOPE OF THE OPPSA

Generally – CB c.2 (pp. 47-75)

### 1. Security transactions

OPPSA, s. 2

Z&D §2.1 (pp. 48-49)

#### (a) Transaction

OPPSA, s. 1(1) “security agreement”, “security interest”

Z&D §2.3 (pp 71-72)

- *Ellingsen (Trustee of) v. Hallmark Ford Sales Ltd.*, CB 78-87
- *356447 British Columbia Ltd. v. CIBC*, CB 87-92
- *Re General Publishing Co.*, Supp. **OMIT THIS**

#### (b) Security interest in “personal property”

OPPSA s.1(1) “personal property” (and recall discussion of classifications in Topic 1, Section 6)

Z&D, pp. 40-41

- *Sugarman v. Duca Community Credit Union*, CB 48-55 (note references to *Bouckhuys*, *Hallahan*, *Foster* and *Bale* cases)

#### (c) In substance security transactions

OPPSA, s. 2(a)(i)

#### (d) Security and non-security leases and consignments

OPPSA, s. 2(a)(ii)

##### Leases

Z&D §2.2.3 (pp.57-63)

CB 55-62, 67-68

- *Crop & Soil Service Inc. v Oxford Leaseaway Ltd.*, CB 56-58
- *Adelaide Capital Corp v Integrated Transport Finance Inc.*, CB p. 58-60

##### Consignments

Z&D §2.2.4 (pp 63-64)

#### (e) Assignments

OPPSA, s. 2(a)(ii), 2(b)

Z&D §2.2.5 (pp. 64-69)

CB 67 (first paragraph of V only)

- (i) Absolute assignments and security assignments
- (ii) Assignments with and without recourse
- (iii) Notification and non-notification assignments

## **2. Exclusions from the scope of the Act**

OPPSA, s. 4(1)

Z&D §§4.1-4.11 (pp 78-89)

- *Re Stelco. Inc.*, Supp.
- *Commercial Credit Corp Ltd. v Harry Shields Ltd*, CB 69-70
- *Re Urman*, CB 71-75

## **3. Basic terminology**

OPPSA s. 1(1) (definitions below)

### **(a) “Debtor”**

Z&D §1.6 (pp.11-14)

### **(b) “Secured party”**

Z&D §1.27 (pp.36-37)

### **(c) “Collateral”**

Z&D §1.4 (p.9)

### TOPIC 3: VALIDITY AND ENFORCEABILITY, ATTACHMENT AND PERFECTION

Generally – CB c.3 and c.4 (pp.77-158); also CB c.11 (pp.467-488) and part of c.6 (pp.219-239)

#### 1. Validity of security agreement

##### (a) Effectiveness of agreement

OPPSA ss.9(1), 73

CB 77-78

Z&D §§9.1-9.2 (pp. 112-116)

- *Ellingsen*, previously discussed (Topic 2, Section 1(a))
- *MacEwen Agriculture Centre Inc. v. Beriault* (Supp.)

##### (b) Writing requirements (see further Section 2 (Attachment), below)

OPPSA ss 11(2)(a), 9(2), 9(3)

Z&D §11.3 (pp.122-127); §§9.3-9.4 (pp.117-118)

(i) The function of the writing requirement

(ii) Security agreement signed by debtor

- *Atlas Industries v Federal Business Development Bank*, CB 92-94

(iii) The exception to the writing requirement

- *Re Ayerst and Ayerst*, CB 94-95
- *Re BDO Dunwoody Ltd. and Astral Communications Inc.*, CB 96-97
- *MacEwen Agriculture Inc. v. Beriault*, Supp.

##### (c) Copy of security agreement

OPPSA, s.10

#### 2. Attachment

OPPSA s.11

Z&D §§11.1-11.5 (pp. 121-131)

##### (a) What attachment means

##### (b) The requirements for attachment

(i) Agreement

(ii) Value

(iii) Debtor has rights in collateral

(iv) Exception – “unless the parties have agreed to postpone”

**(c) After-acquired property**

OPPSA, s.12

- *Holroyd v Marshall*, CB 123-125
- *Tailby v Official Receiver*, CB 125-129
- *Joseph v Lyons*, CB 129-130

**(d) The floating charge**

CB 99-101

Z&D §25.3 (pp 190-194)

- *Access Advertising Management Inc v Servex Computers Inc*, CB 102-105
- *Credit Suisse Canada v 1133 Yonge Street Holdings*, CB 105-115 (trial judgment)

**(e) The “all PAAP” security interest and the licence to carry on business**

CB 467-468

- *Credit Suisse Canada v 1133 Yonge Street Holdings*, CB 468-472 (appeal judgment)
- *Royal Bank of Canada v Sparrow Electric Corp.*, CB 473-480

**(f) Conditional sales and the like; debtor’s “rights in the collateral”**

- *Kinetics Technology International Corp. v Fourth National Bank of Tulsa*, CB 116-119
- *R. v. Canadian Imperial Bank of Commerce*, CB 120-122

**3. Rights of parties to security agreement**

OPPSA, ss 13-18

Z&D, pp 138-155

**4. Perfection**

**(a) Introduction**

OPPSA, ss 19, 20, 22, 23

CB 133-134

Z&D, p. 157 (Introduction to Part III)

- *Twyne’s Case* 3 Co Rep 80b; 76 ER 809 (Star Chamber, 1601)
- *Dearle v Hall* (1828) 3 Russ 1; 38 ER 475

**(b) Perfection by possession**

OPPSA, s22

Z&D, §§22.1-22.7 (pp.177-184)

- *Re Raymond Darzinskas*, CB 134-136
- *Sperry Inc v CIBC*, CB 136-141

**(c) Perfection by registration**

OPPSA, s.23

Z&D, §23.1 (pp. 184-185)

**(d) Temporary perfection**

OPPSA, s.24

Z&D, §24.1 (p. 186)

**(e) Continuity of perfection**

OPPSA, s.21

Z&D, §21.1 (pp. 173-176)

**(f) Consequences of non-perfection**

OPPSA s.20

CB 219-225

Z&D, §§20.1-20.3 (pp. 161-172)

(i) Competing secured parties

(ii) Execution creditors

(iii) Debtor's trustee in bankruptcy

- *Re Giffen*, CB 226-239

(iv) Transferees for value

## **TOPIC 4: REGISTRATION**

Generally – CB c.5 (pp.159-217)

### **1. Introduction**

OPPSA, ss. 41-42

CB 159-163

Z&D, Introduction to Part IV (pp. 337-339), §41.1 (pp. 340-341)

**(a) The function of registration**

**(b) Earlier registration statutes and the PPSA reforms**

**(c) Debtor's name index and asset index registration**

### **2. Registration basics**

OPPSA, ss. 1(1) “financing statement”, “financing change statement”

OPPSA Regulation, ss.1 “person”, “artificial body”, “motor vehicle”, “vehicle identification number”, 2, 3, 16, 17

Z&D §R5.1 (table at pp. 642-643)

**(a) The financing statement**

**(b) The name and number requirements**

**(c) The financing change statement**

(i) Amendments

(ii) Other types

### **3. Searching the register**

OPPSA ss 43, 43.1, 44

Z&D §§43.1-43.7, (43.1).1, 44.1-44.10 (pp. 343-368)

**(a) The search options**

(i) Individual debtor's name index

(1) Specific searches

(2) Non-specific searches

(ii) Business debtor's name index

(iii) Motor vehicle identification number (VIN) index

**(b) Certified and uncertified ("verbal") searches**

**(c) Search certificate contents**

**(d) Related search issues**

(i) Used Vehicle Information Package (UVIP)

(ii) *Repair and Storage Liens Act* (RSLA)

**(e) The Assurance Fund**

(i) The test in s.44(4)

- *Bank of Nova Scotia v Clinton's Flowers and Gifts Ltd.*, CB 164-166

(ii) The limitation on the Assurance Fund (ss.44(20) and (21))

**4. Registration of security interests**

**(a) The financing statement**

OPPSA s.45

OPPSA Regulation, s.3

Z&D §§45.1-45.8 (pp. 369-380)

- *Adelaide Capital Corp v Integrated Transportation Finance Inc.*, CB 190-198

**(b) The registration period**

OPPSA s.51

Z&D §§51.1-51.4 (pp. 444-449)

**(c) Manner and effect of registration and effect of errors**

OPPSA, s.46 (esp. 46(3), (4), (5))

Z&D §§46.1-46.16 (pp. 382-424)

(i) Tendering a financing statement for registration

(ii) Contents of financing statement

(iii) Collateral classification

- *Adelaide Capital Corp v Integrated Transportation Finance Inc.* (section 4(a) above)

(iv) Errors or omissions in financing statement

- The objective test: *Re Lambert*, CB 168-179

- Dual search/registration criteria: *Re Lambert; Gold Key Pontiac Buick (1984) Ltd v. 464750 BC Ltd* (Supp.)
- System issues: “near-match” systems, Ontario’s non-specific search, serial number problems: *Coates v. General Motors Acceptance Corporation of Canada*, CB 184-189
- Wrong names and the name determination problem

## 5. Changes to registrations

OPPSA, ss 47-50, 52-53

Z&D, §§47.1-47.4, 48.1-48.9, 49.1-49.2, 50.1-50.2, 52.1-52.3, 53.1-53.2 (pp. 425-443 and 450-454)

- *Heidelberg Canada Graphic Equipment Ltd. v Arthur Andersen Inc.*, CB 200-207
- *Charter Financial Co. v. Royal Bank of Canada*, Supp.  
(For criticism, see Grey, Denomme and Ziegel, (2005) 41 *Canadian Business Law Journal* 431.

## 6. Discharge of registration

OPPSA, ss 55-57

Z&D, §§55.1-55.3, 56.1-56.8, 57.1-57.5 (pp. 459-476)

## 7. Registration and subrogated rights

- *Re N’Amerix Logistix Inc.*, CB 210-217

## TOPIC 5: PRIORITY RULES

Generally: CB c.6 (pp.239-269)

### 1. The general rules

OPPSA, s. 30

Z&D, §§30.1-30.8 (pp. 245-268)

CB 239-242

#### (a) Introduction

#### (b) Policy considerations

#### (c) Applications

### 2. Is notice relevant?

- *The Robert Simpson Company Limited v Shadlock and Duggan*, CB 242-244
- *In the Matter of Bruce A. Smith*, CB 245-249
- Commentary, CB 249-251

### 3. Relationship between ss 11 and 30

- *674921 BC Ltd v. New Solutions Financial Corp.* Supp.

### 4. Further advances

OPPSA, ss 13, 30(3), (4)

Z&D §30.3 (p.256)

#### (a) Introduction

- *West v Williams*, CB 259-260

#### (b) Applications

- *James Talcott Inc. v Franklin National Bank of Minneapolis*, CB 251-256
- *Coin-o-matic Service Co. v. Rhode Island Hospital Trust Co.*, CB 261-267

#### (c) Policy considerations

### 5. Reperfected security interests

OPPSA, s. 30(6)

CB 268-269

Z&D §30.5 (pp.257-260)

## TOPIC 6: THE PURCHASE-MONEY SECURITY INTEREST PRIORITY

Generally: CB c.7 (pp. 281-321)

### 1. Introduction

OPPSA, ss. 33, 1(1) “purchase money security interest”

Z&D §1.23 (pp. 26-36), §§33.1-33.9 (pp. 281-291)

#### (a) The issue

#### (b) Policy considerations

(i) The new money theory

(ii) The situational monopoly theory

- Jackson and Kronman, CB 282-285

### 2. What is a purchase-money security interest?

- *North Platte State Bank v Production Credit Association*, CB 313-318
- *Agricultural Credit Corporation of Saskatchewan v Pettyjohn*, CB 286-289
- *Unisource Canada Inc. v. Laurentian Bank of Canada*, CB 290-293

### 3. Inventory purchase money security interests

OPPSA s.33(1)

- *Clark Equipment of Canada Ltd v Bank of Montreal*, CB 294-300
- *Chrysler Credit Canada Ltd. and Royal Bank of Canada*, CB 300-307

### 4. Non-inventory purchase money security interests

OPPSA s.33(2)

- *North Platte State Bank v Production Credit Association*, section 2 above
- *Brodie Hotel Supply Inc. v US*, CB 318-320

### 5. Competing purchase money security interests in the same collateral

OPPSA s.33(3)

## TOPIC 7: FIXTURES, ACCESSIONS & COMMINGLED GOODS; SUBORDINATIONS

Generally: CB c.8 (pp. 323-354); c.6 (pp.269-280)

### 1. Fixtures, accessions and commingled goods

#### (a) Introduction

#### (b) Fixtures

OPPSA, ss. 34, 1(1) “goods”, “personal property”

Z & D §§34.1-34.2 (pp. 293-306); §1.13.1 (pp.17-18); §1.19 (p.23)

(i) Introduction

(ii) What is a fixture?

- Z&D §34.2.1
- *Cormier v. Federal Business Development Bank*, CB 325-333
- *859587 Ontario Ltd. v. Starmark Property Management Ltd.*, CB 334-337

(iii) Priority of a security interest that attaches to goods before they become fixtures

(iv) Priority of a security interest that attaches to goods after they become fixtures

(v) Removal of collateral

- *Gari Holdings Ltd v. Langham Credit Union Ltd* Supp

(vi) Fixtures and circular priorities

- *GMS Securities and Appraisals Limited v. Rich-Wood Kitchens Limited*, discussed CB 338-340 (see also Z&D §34.2.5)

#### (c) Accessions

OPPSA ss. 35, 1(1) “accession”

Z&D §35.1 (pp.308-310); §1.1 (pp.6-7)

(i) Introduction

(ii) What is an accession?

- *Industrial Acceptance Corp v. Firestone Tire & Rubber Co*, CB 341-345

(iii) The section 35 priority rules

(iv) Accessions and “repairs”

- *GMAC Leaseco Ltd. v. Tomax Credit Corp.*, CB 345-347

#### (d) Commingled goods

OPPSA s.37

Z&D §§37.1-37.4 (pp. 312-318)

(i) Introduction

(ii) Continuation of security interest in product or mass

(iii) Competing security interests in commingled goods

- *In the Matter of San Juan Packers, Inc.*, CB 347-350
- Grant Gilmore, *Security Interests in Personal Property*, CB 351-353

## **2. Subordinations**

OPPSA s.38

Z&D, §§38.1-38.6 (pp. 319-324)

**(a) Introduction**

**(b) The interpretation issue**

- *Chiips Inc v Skyview Hotels Ltd*, CB 269-279
- *Engel Canada Inc. v. TCE Capital Corp.*, Supp.
- *Kubota Canada Ltd v. Case Credit Ltd.*, Supp.

**(c) The privity issue: “in the security agreement or otherwise”**

- *Chiips* case, above.
- *Engel Canada* case, above.

**(d) The registration issue**

- *Chiips* case, above (discussion at CB 277); Z&D §38.6

## **TOPIC 8: LIENS ARISING BY STATUTE OR RULE OF LAW**

Generally: CB c.9 (pp.355-380)

### **1. Introduction**

OPPSA, s.4(1)(a)  
Z&D §4.2 (pp.78-81)

### **2. Liens and competing security interests: the PPSA priority rules**

#### **(a) Introduction**

#### **(b) Liens and subordination of competing unperfected security interests**

OPPSA, s 20(1)(a)(i)  
• *Leavere v. Port Colborne (City)*, CB 365-370

#### **(c) Liens for materials and services and competing security interests**

OPPSA s.31  
Z&D §§31.1-31.5 (pp. 269-276)  
  
• *General Electric Capital Equipment Finance Inc. v. Transland Tire Sales & Service Ltd.*, CB 359-363

### **3. Liens and competing security interests: common law solutions**

- *Leavere v. Port Colborne (City)*, above
- *Royal Bank of Canada v. Sparrow Electric Corp.*, CB 473-480 (discussed previously: Topic 3, Section 2(e))
- *DaimlerChrysler Financial Services (debis) Canada Inc. v. Mega Pets Ltd.*, CB 371-380

## **TOPIC 9: TRANSFERS IN THE ORDINARY COURSE OF BUSINESS; RIGHTS TO FOLLOW PROCEEDS**

Generally: CB c.10 (pp.381-466)

### **1. Introduction**

**(a) The centrality of policy choices**

### **2. Sales in ordinary course**

OPPSA s.28(1)

Z&D §§28.1-28.2 (pp. 224-236)

**(a) Introduction**

**(b) “Buyer”**

**(c) “Goods”**

- *Camco Inc. v. Olson Realty (1979) Ltd.*, CB 382-388 (esp. 382-383)

**(d) “Security interest... given by the seller”**

- The “A-B-C-D problem”

**(e) “Ordinary course of business”**

- *Camco*, above (esp. 383-388)

**(f) Requirement for “sale”**

- *Royal Bank of Canada v. 216200 Alberta Ltd.*, CB 390-396
- *Spittlehouse v. Northshore Marine Inc.*, CB 397-399
- *Tanbro Fabrics Corp. v. Deering Milliken Inc.*, CB 400-403

**(g) Knowledge**

**(h) Leases in ordinary course**

OPPSA, s.28(2)

Z&D §28.3 (p.236)

### **3. Private sales of motor vehicles**

OPPSA, ss. 25(1), 20(1)(c), 28(5), 43.1

- Z&D §28.6 (pp.240-242); §(43.1).1 (pp.353-354)

#### **4. Transfers of instruments and documents of title**

OPPSA ss. 28(4), 29, 1(1) “instrument”, “document of title”, “purchase”, “purchaser”  
Z&D §28.5 (pp.239-240); §29.1 (pp.244-245)

- Ziegel extract, CB 406-411

##### **(a) “Introduction”**

##### **(b) “Purchaser” (cf. “buyer”)**

##### **(c) “Perfectured by registration”**

##### **(d) The section 28(4) requirements**

- Value
- Without knowledge
- Possession

##### **(e) Sections 28(4) and 29**

#### **5. Transfer of securities**

OPPSA ss 28(6) and (7), 1(1) “security”  
Z&D §28.7 (pp.242-244)

- Ziegel extract, CB 406-411
- Proposed *Uniform Securities Transfer Act*

#### **6. Transfer of chattel paper**

OPPSA, ss 28(3), 1(1) “chattel paper”  
Z&D §28.4 (pp. 236-239)

- CB commentary, pp.411-412

#### **7. The right to follow proceeds**

##### **(a) Introduction**

- *Flintoft v. Royal Bank of Canada*, CB 413-416

##### **(b) Perfection of security interests in proceeds**

OPPSA ss 25(2)-(5), 30(5)  
Z&D §25.4.10 (pp 213-215)

- *Massey-Ferguson Industries v. Bank of Montreal*, CB 417-420
- *Central Refrigeration & Restaurant Services v. CIBC*, CB 420-424

##### **(c) Tracing of proceeds**

OPPSA ss. 25(1), 1(1) “proceeds”  
Z&D §§25.1-25.2 (pp.188-190); §§25.4.1-25.4.6 (pp.194-202)

- *Agricultural Credit Corp. of Saskatchewan v. Pettyjohn*, CB 428-434
- *Law Society of Upper Canada v. Toronto Dominion Bank*, CB 434-444

- *Re Graphicshoppe Ltd*, Supp.
- *Port Alice Speciality Cellulose Inc. ( Trustee of) v. Conoco Phillips Co.* Supp.
- *General Motors Acceptance Corp v. Bank of Nova Scotia*, CB 445-448
- *Flexi-Coil Ltd v. Kindersley District Credit Union Ltd*, CB 450-465

## TOPIC 10: DEFAULT – RIGHTS AND REMEDIES

Generally: CB c.12 (pp.489-550)

### 1. Introduction

#### (a) Overview of OPPSA, Part V

#### (b) Prior law

#### (c) Other relevant laws

### 2. General provisions

OPPSA, ss.58-59, 1(1) “default”, “security agreement”

Z&D §§59.1-59.7 (pp. 479-493)

#### (a) Cumulative remedies

#### (b) Waiver or variation of rights and duties

#### (c) Default

#### (d) Procedural and substantive limits on the exercise of enforcement rights

##### (i) Notice before enforcement

- *Waldron v Royal Bank*, CB p. 489-495 (note discussion of *Lister v. Dunlop*)
- *Bankruptcy and Insolvency Act*, s.244 (discussed at CB 496-497 and Z&D §59.5 (pp.485-486))
- *Bank of Montreal v. Maple City Ford Sales (1986) Limited.*, Supp. **OMIT THIS**

##### (ii) Stay of secured remedies under bankruptcy laws

##### (iii) Consumer protection laws

##### (iv) Power of court to grant relief

OPPSA, s.67(1)

Z&D §§67.1-67.3 (pp.546-550)

### 3. Repossession upon default

OPPSA, ss. 62, 17

Z&D §§62.1-62.5 (pp. 506-512)

- *R. v. Doucette*, CB 498-502
- *Loewen v. Superior Acceptance Corp.*, CB 503-508
- *Rapid Transit Mix Ltd. v. Commcorp Financial Services Inc.*, CB 508-512

#### **4. Disposal of collateral**

OPPSA, ss 63, 67(2)  
Z&D §§63.1-63.9 (pp. 515-528)

##### **(a) The notice requirement**

##### **(b) Method of disposition**

- *Copp v. Medi-Dent Services Ltd.*, CB 518-521

##### **(c) Distribution of sale proceeds**

#### **5. Secured party's collection rights: accounts, chattel paper, instruments**

OPPSA, s.61  
Z&D §§61.1-61.3 (pp. 504-505)

#### **6. Surplus, deficiency; position of guarantors and lessors**

OPPSA ss.64, 1(1) "obligation secured"

##### **(a) Basic principles**

Z&D §§64.1-64.5 (pp. 530-535)

##### **(b) Guarantors**

- *Bank of Montreal v. Charest*, CB 525-533 [subsequently affirmed by Div. Ct.: (2002) 60 O.R. (3d) 562]

##### **(c) Lessors**

- *Keneric Tractor Sales Ltd. v. Langille*, CB 544-549

#### **7. Voluntary foreclosure**

OPPSA, s.65  
Z&D §§65.1-65.6 (pp.536-541)  
• *Angelovski v. Trans-Canada Foods Ltd.*, CB 515-517

#### **8. Redemption and reinstatement**

OPPSA, s.66  
Z&D §§66.1-66.2 (pp.542-544)

#### **9. Receivers**

OPPSA, s.60  
Z&D §§60.1-60.4 (pp.494-503)  
• *Standard Trust Co. v. Turner Crossing Inc.*, CB 534-538  
• *Ostrander v. Niagara Helicopters Ltd.*, CB 538-541

## TOPIC 11: CONFLICT OF LAWS

Generally: CB c.4 (pp.143-158); c.12 (pp.550-554)

### 1. Introduction

Z&D §5.1 (p.91)

### 2. Security interests in goods – initial validity and perfection

OPPSA, s.5(1)

Z&D §§5.2-5.3 (pp. 91-95)

- *Re Claude A. Bedard*, CB 151-152

### 3. Relocation of goods to Ontario

OPPSA, s.5(2)-(4)

Z&D §5.4 (pp. 95-97)

- *Re Adair; Re General Motors Acceptance Corporation*, CB 145-151

### 4. Revendication

OPPSA, s.5(5)

Z&D §5.5 (pp. 97-98)

### 5. The destination of goods rule

OPPSA, s.6

Z&D §6.1 (p. 99)

### 6. Security interest in intangibles and mobile goods

OPPSA, s.7

Z&D §§7.1-7.3 (pp. 100-104)

- *Gimli Auto Ltd. v. BDO Dunwoody Ltd.*, CB 153-158
- *Toronto-Dominion Bank v. RNG Group Inc.* (Supp.)

### 7. Enforcement of security interests

OPPSA, s.8

Z&D §§8.1-8.5 (pp. 105-110)

- *Cardel Leasing Ltd. v. Maxmenko*, CB 550-554

## **TOPIC 12: FEDERAL SECURITY INTERESTS**

Generally: CB c.13 (pp.555-584)

### **1. Introduction**

### **2. *Bank Act*, s.427**

#### **(a) Overview of the *Bank Act* s.427 scheme**

- Wood extract, CB 556-558
- *Royal Bank of Canada v. Sparrow Electric Corp.*, CB 558-559

#### **(b) Relationship between *Bank Act* s.427 and PPSA**

Z&D §2.1.4 (pp.52-55)

- *Bank of Nova Scotia v. International Harvester Credit Corp.*, CB 560-566
- *Royal Bank of Canada v. Moosomin Credit Union*, Supp.

### **3. Security interests in intellectual property**

- Wood extract, CB 568-572
- Duggan extract, CB 573-579

### **4. Security interests in ships**

- Wood extract, CB 579-581

### **5. International developments**

CB 581-584



